

Exhibit A-2

PROFESSIONAL SERVICES TRANSACTION SCHEDULE 1

Supplier Name: Strategic Systems Solutions, Inc.

**Supplier Address: 113 Rock Road
Horsham
PA 19044
USA**

Supplier Jurisdiction of Incorporation:

Tax ID:

Telephone #: +1 215 706 2400

Fax #: +1 215 706 2499

General Terms and Conditions No.: CON000000021913

General Terms and Conditions Effective Date: July 2, 2007

Professional Services Supplement No.: CON000000021914

Professional Services Supplement Effective Date: July 2, 2007

Schedule No.: PSTS- 1 – CON000000021915

Order Date: August 29, 2007

This Professional Services Transaction Schedule ("Transaction Schedule"), made effective as of the Order Date above, is issued pursuant to the above-referenced General Terms and Conditions and Professional Services Supplement (the "Services Supplement") between the Customer entity executing this Transaction Schedule, as set forth on the signature page below, and the Supplier identified above. This Transaction Schedule identifies the Services and Deliverables being provided by Supplier.

This Transaction Schedule, when executed by both undersigned parties, together with the above-referenced General Terms and Conditions, Services Supplement and other documents attached hereto (each of which are incorporated by reference into this Transaction Schedule), constitutes the complete contractual agreement between the undersigned parties with respect to the Transaction described herein.

Documents, in addition to this Transaction Schedule and the above-referenced General Terms and Conditions and the Services Supplement, that form this Transaction Schedule:

- Annex 1: Description of Services [Required]
- Annex 2: Project Plans, Delivery Dates and Milestones [Required for all date and/or milestone-based projects]
- Annex 3: Prices, Fees and Charges [Required]
- Annex 4: Deliverable Specifications [Optional]
- Annex 5: Project Managers [Required]
- Annex 6: Key Personnel [Optional]
- Annex 7: Performance Standards/Service Levels for Services [Optional]
- Annex 8: Export Control [Required, when applicable]
- Annex 9: Additional Agreed-Upon Provisions [Optional]

Capitalized terms used but not defined in this Transaction Schedule have the meanings given in the General Terms and Conditions or the Services Supplement referenced above.

(The Next Page is the Signature Page)

The undersigned parties have caused this Transaction Schedule to be executed by their respective duly authorized representatives.

Strategic Systems Solutions, Inc. (SUPPLIER)
By: <u>Stephen Daly</u>
Name: <u>STEPHEN DALY</u> (Type, Print or Stamp)
Title: <u>VICE PRESIDENT, DIRECTOR BUSINESS DEVELOPMENT</u>

Lehman Brothers Inc. (CUSTOMER)
By: _____
Name: _____ (Type, Print or Stamp)
Title: _____

ANNEX 1: DESCRIPTION OF SERVICES

A. Services Overview.

Customer's ITS mainframe application, written predominantly using the Natural programming language and Adabas database architecture, serves as the main back office positions and balances / settlements engine across the bank and is deployed on a global scale.

Increasing amounts of trade and transactional volume have resulted in an associated increase in workload across the ITS platform. As such, Customer's Operations IT senior management are looking to have the ability to increase and/or decrease suitably qualified mainframe systems development staff in order to cope with fluctuating demand and to satisfy the needs of the business community.

Supplier will supply a team of mainframe systems development staff with particular expertise in the Adabas/Natural technology set.

B. Detailed Description of Services.

Services to be performed will include systems development activities required to develop and implement business functionality within ITS, or to modify and enhance functionality, in order to improve the current application such that it continues to support the needs of the Customer's users.

Supplier staff will be involved in the:-

- Analysis of the current ITS application in order to assess the impact of new and/or changed functionality.
- Systems design and associated development of enhancements to the mainframe ITS system in order to implement the required changes and /or improvements.
- Unit, system and acceptance testing of all changes made to the existing infrastructure, including liaison with appropriate Customer business user groups in order to gain acceptance of any changes made as a result of this initiative.
- Deployment and support of changes implemented as a result of the initiative.

ANNEX 2: PROJECT PLANS, DELIVERY DATES AND MILESTONES

Supplier consultants will work in accordance with project plans and milestones as specified by the Customer's IT senior management.

Start Date: September 3, 2007

End Date: November 30, 2007

ANNEX 3: PRICES, FEES AND CHARGES

Current rate will be as follows:-

\$571 per professional day.

This rate applies to mainframe systems development staff only and is valid until 30th November, 2007. Should the scope or timeframe of this Transaction Schedule need to be changed, an addendum to this Transaction Schedule, with possible renegotiated rates, will be processed and agreed to by both parties.

Please note that in addition to this, any time spent on-site at Customer's offices in the UK will result in additional charges to cover associated Travel and Expenses. For each two days spent on-site at Customer's office, Supplier will invoice Customer for an additional day, per resource on-site, at the above day rate. This must be agreed with the Customer's project management in advance.

Total expenditure will not exceed \$360,000.

ANNEX 4: DELIVERABLE SPECIFICATIONS

Example deliverables

- ◆ **Incremental Improvements to Critical Path for Prime Broker Reporting and EFCOS batch**
 - Deliver the GFS trade movement extract earlier
 - Deliver the EFCOS PDC supplementary extract earlier
 - Deliver the GFS positions & balances extract earlier
 - Deliver
- ◆ **Improved Stability and reduce failure recovery time**
 - Identify and rectify break points
 - Improve monitoring
 - Build in headroom on delivery times vs. deadlines
- ◆ **Midday journal blackout**
 - Reduce downtime between ZUKETPAZ -> ZUKEPBON
 - Recompile posting (COBOL) modules
- ◆ **Main Cycle journal blackout**
 - Reduce downtime between ZUKSX250 -> ZUKSPBON
 - Consolidated journal extract process
 - Optimized journal creation batch stream

ANNEX 5: PROJECT MANAGERS

Supplier	Customer
Name: Brian Conway Address: 31/33 Grainger Street Newcastle upon Tyne NE1 5JE, UK Email: brian.conway@sssworldwide.com Tel: +44 191 222 9071 Mob: _____ Fax: +44 191 222 9099	Name: <u>Simon Meacher</u> Address: <u>25 Bank Street</u> <u>London E14 5LE</u> Email: <u>smeacher@lehman.com</u> Tel: <u>0207 102 6827</u> Mob: <u>07971 272873</u> Fax: <u>0207 102 4194</u>

Please note that in addition to the day-to-day Project Manager contact details as above, further client relationship contacts at Supplier would include:-

Keith Shepherdson
Client Relationship Manager
Strategic Systems Solutions
31/33 Grainger Street
Newcastle upon Tyne
NE1 5JE
UK

Tel: +44 191 222 9087
Mob: +44 78844 30221
Fax: +44 191 222 9099

Owen Weeks
Managing Director, Business Development
Strategic Systems Solutions
Ground Floor
Coronet House
Queen Street
Leeds
LS1 2TW

Tel: +44 113 389 2601
Mob: +44 7971 416929
Fax: +44 113 389 2699

ANNEX 6: KEY PERSONNEL

All of the staff supplied by Supplier on this engagement will be allocated 100% to this engagement. The services will be provided predominantly from offices in Northern England, UK.

The team of developers provided by Supplier will encompass team leaders and developers.

The team leader vs team member ratio required will be at the discretion of the Customer's IT Project Manager.

The primary role of the team leader will be to provide local line management for Supplier staff.

ANNEX 7: PERFORMANCE STANDARDS/SERVICE LEVELS FOR SERVICES

Supplier's consultants will work in accordance with the processes and procedures laid out in the latest version of the ITS Operations Manual.

Status meetings between offsite Supplier consultants and the Customer's IT Project Manager at a frequency agreed on a per project basis.

Performance metrics will be agreed between the Customer's IT Project Manager and Strategic System Solutions prior to the commencement of each task.

ANNEX 8: EXPORT CONTROL

Not applicable. All development and support activities will take place on Customer's proprietary mainframe platform.

ANNEX 9: ADDITIONAL AGREED-UPON PROVISIONS

1. Staffing Plan

Staffing and Roll-on plan is as follows. Numbers depict days/month worked.

	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Total
SSS1							17	22	22	20	23	22	129
SSS2								12	22	20	23	22	99
SSS3									12	20	23	22	77
SSS4										20	12	22	54

2. Subcontractors

All consultants supplied will be employees of Strategic System Solutions unless otherwise agreed with Customer's IT Senior Management.

Please note that Supplier is not an agency or supplier of short-term contract staff. As an IT and BPO Consultancy, the policy of the firm is that all staff will be fully employed permanent employees. However, from time-to-time, it is necessary to use short-term contract staff in order to deliver services.

Any initiative involving the deployment of sub-contracted staff on this engagement will not be progressed without the prior agreement of Customer.

3 Service Locations

Services will be provided from Supplier's offices in Northern England, UK.

Customer's IT Project Manager is located at Customer's London headquarters at Bank Street, Canary Wharf.

4. Use of Customer Facilities and Resources

Customer will provide remote desk top access.

5. Supplier Facilities and Resources

All equipment required to facilitate remote working at Supplier offices in the UK will be provided by Supplier.

6. Other Terms.